

**MICHIGAN CRIMINAL JUSTICE INFORMATION NETWORK (MiCJIN)
USER AGREEMENT**

This is made and entered into by and between the Michigan State Police (hereinafter, the MSP),

Name of Agency: _____
(hereinafter, the SUBSCRIBER)

ORI: _____

Address (Street, City, State, Zip) _____

Telephone Number _____

This Agreement shall commence on the date as listed below for the SUBSCRIBER and continue until MSP or the SUBSCRIBER terminates service. The MSP or the SUBSCRIBER may, upon thirty (30) days written notice stating the reasons for termination and the effective date, cancel this Agreement.

The MSP reserves the right to immediately suspend furnishing any information or services provided for in this Agreement to the SUBSCRIBER when this MiCJIN User Agreement, any MSP or Michigan Criminal Justice Information Systems Policy Council (CJIS) policy or guideline, or any law of this state or federal government applicable to the security or privacy of information is violated or appears to be violated by the SUBSCRIBER or by any of its operator(s), staff, or employees. Reinstatement may be possible upon receipt of satisfactory assurances that such violations did not occur or have been corrected.

Any changes, amendments, or revisions to this Agreement shall only be effective if made in writing with the written concurrence authorized by both the MSP and the SUBSCRIBER.

Either party may change their address as set forth in this Agreement; such change shall be effective seven days after written notice of such change is given. The SUBSCRIBER must notify the MiCJIN Agency Access Coordinator of any address change.

This Agreement is effective upon the completion of all signatures regardless of the order in which they are placed. The Agreement is binding on all of the agencies that are a party to this Agreement, regardless of the future status and authority of the signatories.

This Agreement is conditionally approved subject to and contingent upon the availability of MSP funds.

For the MICHIGAN STATE POLICE:

Signature (Criminal Justice Information Center Representative) *Title* *Date*

Printed Name

For the SUBSCRIBER:

Signature (Agency Head or Authorized Representative) *Title* *Date*

Printed Name

Purpose

The purpose of this Agreement is to set forth, in writing, the terms and conditions under which the MSP will provide access to the MSP systems as requested in the SUBSCRIBER's Service Application.

Before this Agreement can be processed and a User ID and password issued, the MSP must have:

- a MiCJIN Service Application
- a signed copy of this User Agreement
- an approved SUBSCRIBER network diagram
- SecurID application, as required
- Agreement to Pay, as applicable

System access granted by this Agreement is non-transferable by the above named SUBSCRIBER and its operator(s), staff, or employees to another operator, worksite, or agency and is revoked upon the SUBSCRIBER's termination of this Agreement.

1. The **MSP** agrees to perform the following functions:

1.1. ACCESS, OPERATION AND MAINTENANCE

The MSP will:

- 1.1.1. Allow the SUBSCRIBER access to the MSP systems as requested in the SUBSCRIBER'S Service Application and approved by the MSP.
- 1.1.2. Select the equipment to provide, maintain, operate, and manage the MSP system in order to furnish the services specified in this Agreement. The MSP, solely and exclusively, will provide and select the equipment to maintain, operate, and manage the services in order to provide the services specified in this Agreement.
- 1.1.3. Furnish and maintain the software including templates, updates, and operating manuals/publications. The MSP will not furnish or provide access to the Internet by means of the MSP network and will not support or provide third party software tools.
- 1.1.4. Extract and send data, when applicable, to back-end databases (i.e., Michigan Incident Crime Reporting [MICR] and Traffic Crash Reporting System).
- 1.1.5. Refer 'Freedom of Information' requests for SUBSCRIBER information, as required by the Freedom of Information Act, to SUBSCRIBER for all stored and maintained records.

1.2. SUPPORT AND TRAINING

The MSP will:

- 1.2.1. Provide training for the SUBSCRIBER'S agency coordinator on the software provided by the MSP. The training will be provided by the MSP and will serve as a resource for assistance in the initial software set-up and training of the SUBSCRIBER'S personnel. Financial expenditures of salary and wages for the MSP trainer will be covered by the MSP. MSP cannot be responsible for problems resulting with software conflicts beyond that of the MSP systems.
- 1.2.2. Provide telephone support for the MSP provided software. Application support, with the exception of password resets will be available by calling the MiCJIN Agency Access Coordinator at (517) 636-5405, Monday through Friday 8 a.m. – 4:30 p.m. Connectivity issues are not subject to normal business hours and should be directed immediately to the Department of Information Technology at (517) 336-6123.
- 1.2.3. Maintain a log of the SUBSCRIBER system transactions for a minimum of three years, plus the current year, as applicable.
- 1.2.4. Provide the SUBSCRIBER with an electronic means to assign the SUBSCRIBER'S operators with individual User IDs and passwords.

1.3. COPYRIGHT AND OWNERSHIP

- 1.3.1. The MSP and/or its suppliers retains all right, title and interest, including all copyright and intellectual property rights in and to the software and all copies thereof.

2. The SUBSCRIBER agrees to adhere to the following terms and conditions:

2.1. LEGAL REQUIREMENTS AND COMPLIANCE

The SUBSCRIBER agrees to:

- 2.1.1. Adhere to all applicable provisions of 28 CFR Part 23, as amended. This is a requirement in order to receive criminal intelligence assistance and information from the MSP systems in the furtherance of its law enforcement activities, and to participate in the exchange of criminal intelligence among member agencies.
- 2.1.2. By entering into this agreement, SUBSCRIBER agrees that information provided will be shared among all SUBSCRIBER agencies.
- 2.1.3. Comply with the MSP audits in a timely manner as defined by the MSP to ensure data integrity and proper use and dissemination of information available through the MSP systems.
- 2.1.4. Allow the MSP staff to conduct periodic audits at either the SUBSCRIBER'S facility or at computer locations connected to the SUBSCRIBER to ensure that the use and dissemination of information received through the MSP systems are in compliance with policies and guidelines.
- 2.1.5. Allow the MSP to examine and approve all programming and associated documentation for use with the MSP system, as applicable. Should approval from the MSP not be given, the SUBSCRIBER agrees not to pursue or continue with interface. All programming and its associated documentation controlling entry and access by outside links to the SUBSCRIBER shall be made available to the MSP upon request for examination and approval.
- 2.1.6. Comply with all security requirements and responsibilities and allow periodic audits of the books and facilities of the SUBSCRIBER to ensure that the accessing, use, and dissemination of information obtained from the MSP systems is in compliance with: the MSP policy or guidelines, the Department of State and Michigan Digital Image Retrieval System (MiDIRS) policies, if accessing MIDRS images, the Michigan CJIS Security Policy in effect when the agreement is signed or as amended, applicable security standards established by the Michigan Department of Management and Budget, security and privacy protocols and policies developed by the Michigan Department of Information Technology and the MSP for application in connection with this Agreement, and the requirements of the Michigan Vehicle Code, the State Personal Identification Card Act, and Driver's Privacy Protection Act of 1994.
- 2.1.7. Ensure proper dissemination and logging of information obtained through the MSP systems.

2.2. CONFIDENTIALITY AND APPROPRIATE USE

The SUBSCRIBER agrees that:

- 2.2.1. Users will access, use, and disseminate information, only when relevant and necessary for criminal justice purposes. **Systems shall not be used for personal or non-governmental reasons.** The SUBSCRIBER agrees to conduct regular and systematic audits to minimize the possibility of improper access, use, and dissemination of information.
- 2.2.2. A challenge to the validity of records furnished is made only through fingerprint identification. The SUBSCRIBER understands that some records supplied by the MSP are based on name and identifiers furnished.

2.3. USER AUTHENTICATION

The SUBSCRIBER agrees that:

- 2.3.1. Users will ask for and receive a unique User ID and password from the SUBSCRIBER'S Agency Access Administrator to log into the MiCJIN system. This User ID and password is for the exclusive use of the assigned user and **shall not** be loaned to anyone else or used by anyone else. If the user leaves the employment of the SUBSCRIBER, it is the responsibility of the

- SUBSCRIBER to immediately disable the user within the system. Failure to do so may result in the immediate suspension of the SUBSCRIBER'S access to information under this Agreement.
- 2.3.2. The MSP may monitor the SUBSCRIBER'S use of the systems to ensure compliance with this agreement.
- 2.3.3. The SUBSCRIBER will maintain a master file, containing the name(s) of its users. The SUBSCRIBER will investigate all complaints of improper access, information misuse, and unauthorized dissemination of information, and take all appropriate administrative and criminal actions against the offender(s). The SUBSCRIBER will be subject to all appropriate administrative and MSP actions.

2.4. SECURITY

The SUBSCRIBER agrees to:

- 2.4.1. Implement reasonable procedures to protect information from unauthorized access, alteration, or destruction. If the computer being used for access to the MSP systems is removed from use for that purpose, the SUBSCRIBER will dispose of the hard drive in such a manner that prevents unauthorized access or use.
- 2.4.2. Be responsible for computers interfaced to the SUBSCRIBER'S networks or in-house systems that access the MSP system as well as the maintenance on these computers. The SUBSCRIBER is responsible for training operators on use of access via its own networks or in-house systems.
- 2.4.3. Make program changes in accordance with new or modified information for the MSP systems within 90 days of notification, where applicable.
- 2.4.4. If accessing the MSP systems using SecurID tokens, the SUBSCRIBER agrees to maintain and ensure the security of the tokens. Each user must be issued, by the MSP, an individual SecurID token. The SUBSCRIBER agrees they will not allow users to share tokens.
- 2.4.5. Not allow the saving of log in passwords on the log in screen.

2.5. INSTALLATION, TRAINING, AND OPERATION

The SUBSCRIBER agrees to:

- 2.5.1. Schedule software installation after all pre-installation work is completed, as applicable. The MSP will provide instructions to load the software on the desktop computer(s) and provide documentation to the SUBSCRIBER'S PC support technician.
- 2.5.2. Use the MSP systems in their original format or as updated by the MSP. The SUBSCRIBER agrees not to:
- perform reverse engineering on software.
 - modify software or its tables in any way unless authorized in writing by the MSP staff.
- 2.5.3. Be responsible for the conversion and entry of data into the MSP system using the codes, procedures, and techniques developed by the MSP.
- 2.5.4. Ensure all the SUBSCRIBER'S users are trained prior to accessing a MSP system.
- 2.5.5. Be responsible for financial expenditures of participants attending training, including meals and lodging, where applicable.
- 2.5.6. Maintain and make available to the SUBSCRIBER'S authorized users the operations manuals and other documentation required to use the MSP systems, where applicable.

2.6. LIAISON

The SUBSCRIBER agrees to:

- 2.6.1. Provide a single contact person, to be listed on the Service Application under the heading of Agency Access Administrator (MiCJIN Access) between the MSP and the SUBSCRIBER. If this person subsequently is transferred, promoted, retired, etc., a replacement is to be named and the MSP notified. The Agency Access Administrator will be responsible for:
- reporting violations of policies and guidelines to the MSP.
 - coordinating start-up and upgrades to the MSP systems.
 - coordinating meetings between State of Michigan technicians and the SUBSCRIBER'S technical support personnel.
 - coordinating distribution of upgraded software to laptops and other off-line computers.
 - distributing training manuals and other operating publications to operators.
 - reserving training sites and necessary equipment, scheduling training participants, and coordinating set-up, as applicable.
 - ensuring all users have been properly trained prior to accessing the MSP systems.
 - managing information access under this Agreement and performing periodic reviews of agency use of the system.

2.7. NETWORK AND EQUIPMENT REQUIREMENTS

The SUBSCRIBER agrees to:

- 2.7.1. Develop and maintain a detailed network diagram that must be approved by the MSP Information Security Officer (ISO) and submitted with this Agreement.
- 2.7.2. Not connect any equipment linked to the MSP Wide Area Network (WAN) to any non-MSP networks either directly or via modem without prior written approval from the MSP.
- 2.7.3. Install and maintain an MSP approved Internet firewall system between the SUBSCRIBER'S network and any non-MSP networks.
- 2.7.4. Assume the costs associated with access to the MSP network including all financial responsibilities for the PC equipment and the SUBSCRIBER'S LAN. Recurring and non-recurring costs of communications connectivity to the MSP network shall remain the SUBSCRIBER'S responsibility. The network point of demarcation is the internal network interface on the supplied network router. Maintenance of the equipment must be obtained from qualified personnel.
- 2.7.5. Pay for all user personnel costs, as well as all local equipment, power, and dispatch center supply costs for the operation of the MSP systems at the local level.
- 2.7.6. Provide PC hardware components and standard PC software that meet the minimum requirements required to access the MSP systems.
- 2.7.7. Provide network and software that meet the minimum requirements required to access the MSP systems.
- 2.7.8. Continue to maintain and keep current virus protection software throughout the life of agreement. The SUBSCRIBER will install all patches and service packs issued for their Operating System and Internet Explorer as soon as they are available. Failure to maintain current virus protection, patches, and service packs endangers the network and may cause loss of service for the affected computer and/or network.
- 2.7.9. Accept the risk that the software that may be installed on the computer to accomplish access may be incompatible with other software that is currently in use. The MSP cannot be responsible for problems resulting with software beyond that defined for an installation of the MSP systems. Any costs associated with maintenance and problem resolution at the SUBSCRIBER location upon installation are the responsibility of the SUBSCRIBER.

3. NON-DISCRIMINATION:

In the performance of this Agreement, the SUBSCRIBER shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms or conditions of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin, sex, marital status, age, height, weight, or because of a disability unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 27.2101 and the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended by 1998 PA 20, MCL 37.1101 et seq. and any breach thereof may be regarded as a material breach of this Agreement.

4. REFERENCE:

- 4.1. The following documents are incorporated by reference and made part of this agreement:
4.1.1. For applications retrieving information via LEIN, all CJIS policy rules and regulations.

5. MISCELLANEOUS:

- 5.1. **Waiver** - The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.
- 5.2. **Modifications** - This Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by both the parties.
- 5.3. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 5.4. **Headings** - The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- 5.5. **Independent Contractor Relationship** - The relationship between the MSP and the SUBSCRIBER is that of an independent contractor and client. No agent, employee, or servant of the MSP shall be deemed to be an employee, agent, or servant of the SUBSCRIBER. The SUBSCRIBER will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- 5.6. **No Third Party Beneficiaries** - It is expressly understood and agreed by the parties that this Agreement and the services provided are not intended to inure to the benefit or detriment of any third party.
- 5.7. **Severability** - If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such finding will not affect the other provisions of the Agreement, all of which shall remain in full force and effect.
- 5.8. **Notices** - All notices to be given under this Agreement, except for emergency service requests, shall be in writing and shall be deemed given: (a) upon personal delivery, or (b) one business day after deposit with a nationally recognized overnight courier service, or (c) two business days after deposit in a United States Postal receptacle if sent certified mail, return receipt requested. Any of the foregoing methods may be used to give such notice.

DEFINITIONS

Agreement: Contract between the Michigan State Police and the SUBSCRIBER.

MSP system(s): Electronic records management or information retrieval systems owned and operated by the Michigan Department of State Police to which the Subscriber has access.

SecurID Token: A SecurID token is a small card or key chain device that displays a different numeric code every 60 seconds. A user enters this code plus a personal identification number in the required field. If the User ID, password and this numeric code are correct for this user, access is granted to a secure web site.

Subscriber: Criminal Justice agency using a system(s) provided by the Michigan Department of State Police for record entry and/or record searches.

Third Party Software: Software not offered as part of the MSP package but necessary to view, edit, or operate MSP applications; i.e., Microsoft Word for displaying narrative information, Groupwise for emailing, and Internet Explorer for viewing web applications.

Two Factor Authentication: Authentication based on a physical factor and a knowledge factor. A physical factor can be a SecurID token and the knowledge factor can be a user name and password.